

Amendment 324 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 324 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 28th day of July, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to modify the existing Escheatment Report to support a comprehensive and accurate ORCA card value escheatment process. This work is performed per PA ROF *Escheatment and Escheatment Report Changes* (Amendment 281 and RFI 704 ORCA) V5.0 as approved by the Agencies on February 15, 2015.
- C. The Parties agree that the Work necessary to modify the Escheatment Report as directed will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform all necessary work to design, develop, test and implement the new functionality which will modify the existing Escheatment Report. **The Agencies and the Contractor acknowledge the dependency and agree that the work required by Amendment 334 Card and Stock Flow Changes must be implemented prior to implementing the work of this Amendment 324.** Amendment 334 implements the new card blocking reasons required for the new functionality provided by Amendment 324. The Contractor will:

1.1 Exclude from the Escheatment Report card data if the following User Data (UD) transactions are recorded against the card within the last consecutive 24-month period as the system considers these cards to be Active not Dormant:

- (a) A card present revalue transaction
- (b) A card present revalue transaction that is followed by a reversal of the revalue
- (c) A card journey transaction
- (d) A card journey transaction that is followed by a reversal

1.2 Include in the Escheatment Report card data if the following UD transactions are recorded against it within the last consecutive 24-month period:

- (a) Any transaction that does not involve the use of the Purse, pass, or multi-ride products, to include:
 - i. A card block (card present)
 - ii. A Business Account ID change
 - iii. A passenger type and /or expiry update
 - iv. A fare zone present change
 - v. An Autoload setup and/or enable
- (b) Any transaction where the work order has been created and the remote purchase transaction generated, but the action has not been redeemed on the card. Example: An unredeemed remote/web purchase transaction even with the presence of the corresponding remote purchase transaction
- (c) Cards with a purse value greater than \$0

1.3 Include in the Escheatment Report card data per the following business rules:

- (a) Institutional and non-Institutional cards will be added to the card types considered by escheatment
- (b) The primary cardholder ID
- (c) Disposable cards

1.4 Exclude in the Escheatment Report card data per the following business rules:

- (a) Associated cardholder ID (if available)
- (b) Training cards
- (c) Closed off card accounts
- (d) Cards that have been purged, but are then used again

1.5 Ensure that the current escheatment process in Production will be removed with the implementation of this work

1.6 Ensure that escheatment will be solely a reported activity:

- (a) Cards will not be blocked
- (b) Purse value will not be moved from a card to the Escheatment Account

1.7 System documentation will be updated as identified by the Contractor:

- (a) SEA-00031 Clearinghouse Services (DR 5)
- (b) SEA-00033 Financial Management (DR 6)

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed with Maintenance Release 30.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 324

To modify the existing Escheatment Report	
TOTAL	\$47,496

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Twenty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: Day Th
Its: General Manager
Date: 7/27/15

The Agencies

By: Candy Hunter
Their: OPERATIONS MANAGER
On behalf of the Agencies
Date: 7/28/15